

FEDERAL SERVICES AGREEMENT
FOR DIRECT FEDERAL CUSTOMERS

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Customer is acquiring a subscription to a proprietary NEOGOV web-based software-as-a-service application (a “SaaS Application”) and Product Implementation Services (collectively referred to as the “Services”) operated by GovernmentJobs.com, Inc. (D/B/A/ NEOGOV and, where applicable, its other affiliates). “Customer”, “you”, “your” means the client, customer, or subscriber identified in the applicable order form (each, an “Order Form”). “Agreement” or “Services Agreement” shall be used to collectively refer to this Federal Services Agreement, any documents incorporated herein including the applicable Exhibits, Special Conditions (if any), and the applicable Order Form. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form. Customer agrees that by placing an order through a NEOGOV standard ordering document or other document mutually agreed by the parties detailing the services, pricing, and subscription term, Customer agrees to follow and be bound by the terms and conditions set forth herein.

If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), Customer is agreeing to this Agreement for that Entity and representing to NEOGOV that it has the authority to bind such Entity and its affiliates to this Agreement, in which case the terms “Customer”, “you,” “your” or a related capitalized term herein shall refer to such Entity and its affiliates. If Customer does not have such authority, or if Customer does not agree with this Agreement, Customer must not use or authorize any use of the Services.

1. Provision of Services. Subject to the terms of this Agreement, NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Product Implementation Services (defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer’s use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the “Effective Date”).
2. SaaS Subscription. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer. NEOGOV may make written service specifications or technical documentation available to Customer (“Service Specifications”). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder under the Order Form. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.
3. Customer Responsibilities.
 - a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.
 - b) Managing Authorized Users.

- i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer's account. Authorized Users may be designated by department, division, or business unit of Customer (each, a "Permitted Division") on the applicable Order Form or in writing to NEOGOV, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions, or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOGOV's prior written consent, and any such expansion may be subject to additional fees.
 - ii) Customer Obligations. Customer must: (A) inform an Authorized User of any relevant Federal Customer policies, practices, rules of behavior, and any settings that may impact the processing of Federal Customer Data whether under FISMA or any other applicable law or legal order; (B) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Services; (C) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (D) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Product Implementation Services.
- a) Product Implementation Services. "Product Implementation Services" shall mean product implementation services purchased by Customer as may be detailed in an Order Form or NEOGOV Scope of Work ("SOW"). An Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Product Implementation Services may include training, implementation, and best practices of and concerning the SaaS Applications. Product Implementation Services are subject to the Product Implementation Services Addendum attached as Exhibit A hereto and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate Order Form or SOW, this Agreement and documents incorporated herein (including but not limited to the Product Implementation Services Addendum) shall control in the event of a conflict with the Order Form or SOW.
 - b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Product Implementation Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User administrators grasp the system. Implementation is conducted off-site unless otherwise specified by NEOGOV. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - c) Product Documentation; Training Materials. "Product Documentation" means all user guides, training, implementation materials, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOGOV's

pre-built online training consists of tutorials introducing standard features and functions (the “Training Materials”), which may be used as reference material by Customer Personnel.

5. Payment Terms.

- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Product Implementation Service fees (“Product Implementation Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice, subject to the Prompt Payment Act (31 U.S.C. § 3901 et seq.) where applicable. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12 month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable, subject to applicable federal appropriations law. Any invoiced amount not received when due will be subject to interest as provided under the Prompt Payment Act (31 U.S.C. § 3902) or a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is applicable. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days’ notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
- b) Taxes. To the extent not exempt under applicable federal law or regulation, Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
- c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOGOV in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amounts ultimately determined to be payable to NEOGOV shall be due within ten (10) days after resolution.
- d) Purchase Orders. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement. Failure by NEOGOV to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOGOV’s right to payment.

6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule, subject to federal appropriations law. The purchase of any Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer’s obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

- b) Termination for Cause: Suspension. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following the non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement, subject to applicable federal appropriations law.
- c) Effect of Termination. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within thirty (30) days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV manages the hardware and software infrastructure for the Services which may be hosted or operated by third-party service providers. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to Customer.
- b) Support. NEOGOV shall provide support for the Services in accordance with the Service Level Agreement attached hereto as Exhibit B, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.
- c) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation. NEOGOV has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.
9. NEOGOV Intellectual Property.
- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. All use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer.
10. Data Processing and Privacy.

- a) Customer Data. “Customer Data” shall mean all data provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOGOV reserves the right to delete Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOGOV may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOGOV will not attempt to re-identify Platform Data. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data.
- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) are hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.
- d) Data Responsibilities.
- i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all Customer Data, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, disclosure, and transfer of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV’s notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOGOV.
- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. If Customer cannot export or delete Customer Data using such features and functionality, NEOGOV will, upon Customer’s written request, make the

Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOGOV, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOGOV disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOGOV's systems beyond any applicable legally required retention period, NEOGOV disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOGOV may retain copies of Customer Data in system backups to the extent required by applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without a duty of nondisclosure and without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors, and its professional advisors (including legal counsel and auditors), who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. To the extent Customer is a government agency subject to the Freedom of Information Act, 5 U.S.C. § 552, NEOGOV represents and the Customer acknowledges, that NEOGOV's Confidential Information includes trade secret or other data exempted from release due to competitive harm or based on the proprietary nature of the data, provided that nothing in the confidentiality obligations in this Section 12 restricts Customer's employees or subcontractors from lawfully reporting waste, fraud or abuse related to the performance of a government contract.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance. NEOGOV's service performance obligations are governed exclusively by the SLA attached hereto as Exhibit B, which is hereby incorporated herein by reference and made part of this Agreement. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOGOV's entire liability, for any failure by NEOGOV to meet its service performance obligations. NEOGOV makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOGOV'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.
- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.
- g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOGOV may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOGOV, which may vary by feature. The parties' rights and obligations regarding AI

features are governed by the AI Addendum attached hereto as Exhibit C, which is hereby incorporated herein by reference and made part of this Agreement.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOVS Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV. The foregoing defense obligation shall not apply to NEOGOV's indemnification obligations to Federal Government Customers to the extent prohibited by 28 USC §516. NEOGOV may intervene in any defense of Customer under this Section 14 (Indemnification).
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party. Notwithstanding the foregoing, Customer's obligation, as the indemnifying party, to provide NEOGOV control over the defense and settlement of any claim is subject to the provisions of 28 USC §516 where Customer is a federal government entity, except Customer must make every effort to permit NEOGOV to participate fully in the defense or settlement of any claim.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY

OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE FOR THE SERVICES GIVING RISE TO THE CLAIM UNDER THE APPLICABLE ORDER FORM DURING THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
- c) FALSE CLAIMS ACT. THE LIMITATION OF LIABILITY IN THIS SECTION 15 DOES NOT IMPAIR THE CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF THE AGREEMENT AS PERMITTED UNDER ANY APPLICABLE FEDERAL OR STATE FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 U.S.C. § 3729-3733) OR EQUIVALENT STATE LAW.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOGOV's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement, or other human resource or public safety related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).
19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as a customer of NEOGOV and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOGOV's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.
20. Force Majeure. In accordance with Federal Acquisition Regulation (FAR) 52.212-4(f), neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor

problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, (j) failures or delays of cloud hosting providers or telecommunications carriers, or (k) any other cause beyond the reasonable control of such party.

21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.

- a) Independent Contractor. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
- b) Service Providers; Subcontractors. NEOGOV may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software, staffing, development, maintenance, administrative, consulting, operational, or other general support services (“Service Providers”), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work (“Subcontractors”). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOGOV may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOGOV remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOGOV’s obligations regarding subprocessors under the DPA.
- c) Cloud Providers. NEOGOV may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Agreement, and this Service Agreement shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If Customer is subscribing for HRIS, PowerEngage, Vetted, eSOPH, PowerDetails, or any Open APIs, Customer hereby specifically agrees to the terms of the applicable Addendum set forth on Exhibit D, E, F, G, H or I respectively, and attached hereto.

23. General.

- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with Federal law, without giving effect to conflict of law rules. In the absence of federal laws and/or to the extent Federal law permits, the laws, excluding the conflict of law principles, of the state of California govern the Agreement.
- b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight

courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at 2120 Park Place, Suite 100, El Segundo, California 90245 or as otherwise designated in writing by NEOGOV from time to time.

- d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e) Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) Assignment. Unless law or regulation do not allow restrictions on transfer, Customer may only assign this Agreement or any right or obligation under the Agreement, or delegate any performance with NEOGOV's prior written consent, which will not be unreasonably withheld. NEOGOV may assign the Agreement if the Anti-Assignment Act (41 U.S.C. § 15) does not prohibit the transfer. Subject to FAR 42.12 (Novation and Change-of-Name Agreements), Federal Customer must recognize NEOGOV's successor in interest following a transfer of all or substantially all of NEOGOV's assets or a change in NEOGOV's name. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings are for convenience only and do not affect interpretation. As used herein, "including" means "including without limitation."
- h) Federal Government End Users - Commercial Terms. Services and related software, documentation and related services are "commercial products" or "commercial services" as defined in FAR 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Services, and related software and documentation, by or on behalf of the government Customer is subject to restrictions as set forth in this Agreement in accordance with FAR 12.212 and DFARS 227.7202. If these terms fail to meet the government Customer's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Services, and related software and documentation. This Federal Government End Users clause is in lieu of, and supersedes, all FAR, DFARS or agency supplemental clauses governing rights in data.

Exhibit A**PRODUCT IMPLEMENTATION SERVICES ADDENDUM**

1. DEFINITIONS.

“NEOGOV Intellectual Property” shall have the meaning set forth in the Agreement.

2. PRODUCT IMPLEMENTATION SERVICES PROVISIONS.

2.1 Description of Services. NEOGOV will provide the professional services to Customer as described in the applicable Order Form and/or Statement of Work which may include the following: training, set-up, implementation, Insight consultation, and/or assessment of and best practices concerning the SaaS Applications (“Product Implementation Services”). Product Implementation Services for initial product implementation or new user training purchased by a new Customer must be utilized within ninety (90) days of the Go-Live date for such products. Training and assessment services purchased by Customers after the Go-Live date must be used within ninety (90) days of the applicable Order Form or SOW, provided that for training related to Insight assessment the training hours must be used within ninety (90) days of the assessment completion date.

2.2 Customer’s Obligations. Customer agrees to provide assistance, cooperation, information, equipment, and data reasonably necessary to enable NEOGOV to perform the Product Implementation Services (collectively, “Customer Cooperation”). Customer acknowledges that NEOGOV’s ability to provide Product Implementation Services as set forth herein may be affected if Customer does not provide Customer Cooperation.

2.3 Project Management. Each party shall designate a project manager who shall work together with the other party’s project manager to facilitate the efficient delivery of the Product Implementation Services.

2.4 Change Order. In order to change the description of Product Implementation Services under a Statement of Work, Customer will submit a written request to NEOGOV specifying the proposed changes in detail and NEOGOV will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the proposed change. NEOGOV will continue performing the Product Implementation Services in accordance with this Addendum and the applicable Statement of Work until the parties agree in writing on the change in scope of work, scheduling, and fees. NEOGOV shall not be responsible for a delay in the performance of the Services resulting from such change order.

2.5 Proprietary Rights. NEOGOV shall own and retain all right, title and interest in and to the NEOGOV Intellectual Property and/or any and all derivatives, enhancements or modifications to the NEOGOV Intellectual Property, and all intellectual property and proprietary rights worldwide relating thereto. NEOGOV grants to Customer, for Customer’s internal business purpose only, a non-exclusive, non-transferable, royalty-free license to use such NEOGOV Intellectual Property solely in connection with Customer’s use of the Services; provided, however, that the foregoing license does not include the right to modify, reverse engineer or otherwise alter the NEOGOV Intellectual Property or develop, offer or otherwise provide any product or service intended to replace or otherwise compete with the Services provided by NEOGOV in the Statement of Work.

2.6 Warranty. NEOGOV warrants for 90 days from the performance of any Product Implementation Services by NEOGOV that such Product Implementation Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report in writing any breach of this warranty to NEOGOV during the relevant warranty period, and Customer’s exclusive remedy and NEOGOV’s entire liability for any breach of such warranty shall be the reperformance of the nonconforming Product Implementation Services, or if NEOGOV is unable to perform the Product Implementation Services as warranted, Customer shall be entitled to a refund of the fees paid for the Product Implementation Services.

2.7 Acceptance. Customer must notify NEOGOV in writing within ten days of the delivery of the Product Implementation Services that Customer believes such Product Implementation Services are nonconforming, otherwise such Product Implementation Services will be deemed to have been accepted by Customer. Customer’s exclusive remedy and NEOGOV’s entire liability for any nonconformance of the Product Implementation Services shall be the reperformance of the nonconforming Product Implementation Services, or if NEOGOV is unable to perform the Product Implementation Services to be conforming, Customer shall be entitled to a refund of the fees paid to NEOGOV for the nonconforming Product Implementation Services.

Exhibit B**Service Level Agreement**

This Service Level Agreement (“SLA”) applies to GovernmentJobs.com, Inc. (D/B/A NEOGOV), in connection with the Hosted Services provided to Customer pursuant to the Software as a Service (“SaaS”) Agreement (the “Agreement”) between NEOGOV and Customer. For purposes of this SLA, “Hosted Services” means the cloud-hosted, software-as-a-service components of the Services, as that term is defined in the Agreement, and expressly excludes Product Implementation Services, training, and any other non-hosted deliverables or engagements provided by NEOGOV. The uptime commitments, service credits, incident response obligations, and termination rights set forth in this SLA apply solely to the Hosted Services and not to any other component of the Services. Security incident notification and subprocessor change obligations are governed by the Data Processing Agreement between the parties.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Except where expressly stated to the contrary in this SLA, the terms and provisions of the Agreement shall govern and are incorporated herein by reference.

Scheduled Uptime: Hosted Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with the exception of Scheduled Downtime. NEOGOV commits to a minimum Hosted Services Availability of 99.5% per calendar month (the “Uptime Commitment”).

Scheduled Downtime: NEOGOV has designated every Sunday from 10:00 PM to Monday 4:00 AM Eastern Time as its routine maintenance window (“Maintenance Window”). NEOGOV shall use commercially reasonable efforts to ensure that actual downtime within the Maintenance Window does not exceed four (4) cumulative hours in any calendar month. If downtime is necessary outside of the Maintenance Window, NEOGOV shall provide Customer with advance written notice at least seventy-two (72) hours prior to commencement. “Scheduled Downtime” means downtime that meets the criteria in this provision, is otherwise agreed to in writing by the parties prior to commencement, or is required by NEOGOV to maintain the integrity of its systems for Customer and other users of the Services.

Unscheduled Downtime: Any unavailability of Hosted Services that does not meet the criteria of Scheduled Downtime is “Unscheduled Downtime.” Unscheduled Downtime includes Hosted Services that are significantly degraded or rendered unusable by Customer, or only partially available. Unscheduled Downtime does not include unavailability resulting from any of the following:

- Emergency maintenance initiated by NEOGOV to preserve the integrity of its Services, provided that NEOGOV shall provide at least two (2) hours’ advance notice via the Status Page or e-mail prior to commencement, to the extent reasonably practicable.
- Extremely minor disruptions, such as a missing individual graphic element, that do not impact the primary functionality of the Hosted Services.
- Outages, delays, or latency on the Internet that hinder access, where such problems are outside the control of NEOGOV or its subcontractors or service providers.
- Scheduled maintenance during the Maintenance Window, to the extent provided herein.
- Domain Name Server (DNS) issues outside the control of NEOGOV or its subcontractors or service providers.
- Monitoring system anomalies that result in no actual disruption to any Hosted Services provided under the Agreement.
- Customer’s acts or omissions, including custom scripting or coding, gross negligence, or willful misconduct.
- Browser or DNS caching that makes Hosted Services appear inaccessible when they are in fact fully operational.
- Unauthorized actions or inaction by Customer, its employees, agents, or contractors, or by anyone gaining access to NEOGOV’s network using Customer’s passwords or equipment.
- Customer’s failure to adhere to required configurations, use supported platforms, or comply with NEOGOV’s acceptable use policies.
- A Force Majeure event, provided that NEOGOV declares the Force Majeure event in writing within forty-eight (48) hours of its onset.
- Customer’s failure to pay any fees when due under the Agreement.

Actual Uptime: The time during which the Hosted Services are fully functional and available, calculated as: $(\text{Total Minutes in Calendar Month} - \text{Unscheduled Downtime Minutes}) \div \text{Total Minutes in Calendar Month} \times 100$. Scheduled Downtime is excluded from Unscheduled Downtime by definition and does not affect this calculation.

Outage Notification and Communications: Prior to any scheduled maintenance outside the Maintenance Window, NEOGOV shall notify Customer as required under the Scheduled Downtime section above. NEOGOV shall notify Customer of any Unscheduled Downtime promptly after becoming aware of it, and shall provide periodic status updates via the Status Page (as defined below) and, where feasible, by e-mail until the issue is resolved. NEOGOV will test basic functionality following any maintenance or system change to confirm normal operation. Notices and alerts communicated via e-mail will follow a consistent format and originate from a consistent e-mail address. Customer should promptly notify NEOGOV of any outage it becomes aware of that NEOGOV has not already communicated.

Hosted Service Status Reporting: NEOGOV maintains a publicly accessible Hosted Service Availability Status Page at <https://www.neogov.com/trust>. The Status Page is designed to remain accessible even when the Hosted Services are unavailable and reflects both scheduled and unscheduled downtime.

Hosted Service Monitoring: NEOGOV utilizes an automated alerting system that performs periodic verification checks to confirm that the Hosted Services are operating and available. NEOGOV's monitoring systems and ticketing platform serve as the authoritative source for measuring incident start times and availability metrics under this SLA.

Measurement Disputes: If Customer believes NEOGOV's availability measurement for a given calendar month is inaccurate, Customer may submit a written dispute to NEOGOV within thirty (30) days of the end of that month. NEOGOV shall review the dispute and provide a written response within fifteen (15) business days, making reasonable supporting data available upon request. If the parties cannot resolve the dispute within thirty (30) days of NEOGOV's response, the matter may be escalated pursuant to the dispute resolution procedures in the Agreement.

Incident Response and Support SLAs: NEOGOV's Service Desk provides live support Monday through Friday, 8:00 AM to 6:00 PM Eastern Time, excluding NEOGOV's observed holidays ("Service Desk Hours"). For Priority 1 incidents outside Service Desk Hours, NEOGOV maintains an after-hours paging system available Monday through Friday from 6:01 PM to 7:59 AM Eastern Time and twenty-four (24) hours a day on weekends and NEOGOV-observed holidays. All other priority levels outside Service Desk Hours will be addressed by NEOGOV support personnel with response time SLAs measured from the start of the next business day. NEOGOV makes the initial priority classification in its reasonable judgment. Response time means the period between ticket creation and first substantive contact by NEOGOV support personnel. For Priority 1 and Priority 2 incidents, NEOGOV recommends reporting by phone. Requests submitted only by e-mail will be treated as Priority 3 by default; however, NEOGOV will reclassify upon review if the content clearly indicates a higher-priority condition.

- **Priority 1 – Critical:** Issue affects the Hosted Services as a whole and the majority of users are unable to use the application. Response: one (1) business hour during Service Desk Hours; after-hours paging system available outside Service Desk Hours. Status updates every two (2) hours until resolved. Target resolution: eight (8) business hours. Voicemail is not an acceptable form of initial contact for Priority 1. For each confirmed Priority 1 incident, NEOGOV shall provide a written root cause analysis and corrective action summary within five (5) business days of resolution.
- **Priority 2 – High:** Issue significantly affects workflow for a critical user or function, with no available workaround as determined by NEOGOV in its reasonable judgment. Response: two (2) business hours during Service Desk Hours. Status updates every four (4) hours until resolved. Target resolution: two (2) business days.
- **Priority 3 – Medium:** Issue affects a limited number of users; the application as a whole is functioning. Includes issues for which a workaround is available. Response: four (4) business hours. Target resolution: five (5) business days.
- **Priority 4 – Low:** Routine service requests, general questions, and administrative tasks. The application as a whole is functioning. Response: eight (8) business hours. Target resolution: as agreed with Customer.
- **Priority 5 – Planning:** Projects, planned implementations, or tickets requiring coordinated scheduling. Response time and resolution: to be determined and mutually agreed by the parties.

Customer shall designate a primary and secondary point of contact and provide NEOGOV with a list of all authorized contacts (including name, title, phone number, and e-mail) prior to going live, updated as changes occur. Response time SLAs apply only to tickets submitted by authorized contacts through NEOGOV's designated Service Desk portal or by phone.

Business Continuity and Disaster Recovery: NEOGOV maintains a written disaster recovery plan and tests it at least annually. NEOGOV performs daily backups of Customer data hosted within the Hosted Services. In the event of a data center failure or comparable disaster requiring activation of the disaster recovery plan, NEOGOV commits to a Recovery Point Objective ("RPO") of twenty-four (24) hours and a Recovery Time Objective ("RTO") of twenty-four (24) hours. RPO represents the maximum duration between the most recent recoverable backup of Customer's hosted data and a data center failure. RTO represents the maximum duration following a disaster declaration within which access to the Hosted Services must be restored. NEOGOV shall notify Customer promptly upon activating its disaster recovery plan and will provide status updates until services are restored. This RPO/RTO commitment applies to declared disaster events and does not limit NEOGOV's obligation to restore services as promptly as reasonably possible following any other type of unscheduled downtime.

Security and Compliance: NEOGOV maintains a SOC 2 Type II audit for the Hosted Services and will provide Customer with a summary of its then-current compliance report within thirty (30) days of a written request, subject to execution of a mutually agreeable non-disclosure provisions. NEOGOV conducts annual penetration testing of its production environment and maintains industry-standard intrusion detection and prevention systems. NEOGOV will use commercially reasonable efforts to maintain SOC 2 Type II certification throughout the term of the Agreement.

SLA Updates: NEOGOV reserves the right to update or modify this SLA upon thirty (30) days’ prior written notice to Customer. No update during an active Agreement term shall (i) reduce the Uptime Commitment below 99.5%, (ii) reduce the credit percentages in the table below, or (iii) eliminate or narrow Customer’s termination right, without Customer’s prior written consent. Updates take effect at the start of the calendar month following the close of the notice period.

Hosted Services Availability and Schedule of Credits and Remedies: Hosted Services Availability is calculated as set forth in the Actual Uptime section above. If Hosted Services Availability in any calendar month falls below the thresholds set forth in the table below, Customer may request a credit from NEOGOV according to the following schedule:

Monthly Availability	Credit
< 99.5% – ≥ 99.0%	2%
< 99.0% – ≥ 98.5%	5%
< 98.5% – ≥ 97.5%	10%
< 97.5%	20% (maximum)

1. If Hosted Services Availability falls below the applicable threshold in any calendar month, Customer may request a credit equal to the corresponding Credit percentage of the pro rata fees paid by Customer for the Hosted Services in that month. Credits are cumulative within a month but shall not exceed twenty percent (20%) of the pro rata monthly fees paid for that month under any circumstances.
2. If Hosted Services Availability falls below the Uptime Commitment for three (3) or more consecutive calendar months, excluding downtime caused by factors outside NEOGOV’s control as set forth in the Unscheduled Downtime section, Customer may treat such failure as a material breach and terminate the Agreement upon thirty (30) days’ written notice to NEOGOV. “Cure” for purposes of this provision means NEOGOV demonstrating Hosted Services Availability at or above the Uptime Commitment for the full calendar month immediately following Customer’s notice. If NEOGOV cures within the thirty (30)-day notice period, Customer’s termination right for that breach is extinguished.
3. Credits will be applied to the billing cycle immediately following the period in which Customer requests the credit. If a credit is requested in the final month Hosted Services are provided, the credit will be applied against any renewal fees. Under no circumstances shall credits be issued as cash. NEOGOV is responsible for the timely application of credits to Customer invoices. Customer’s account must be current with no past-due balance to receive a service credit.
4. To receive a service credit, Customer must submit a written request to NEOGOV within thirty (30) days of the end of the month in which the Unscheduled Downtime occurred.
5. Except for the termination right expressly set forth above, the service credits described in this SLA constitute Customer’s sole and exclusive remedy, and NEOGOV’s sole and exclusive liability, for any failure by NEOGOV to meet the Uptime Commitment or any other performance standard set forth in this SLA. Nothing in this SLA shall expand NEOGOV’s liability beyond the limitation of liability set forth in the Agreement.

Exhibit C**NEOGOV AI Addendum**

This Addendum applies only to the AI Tools provided to Customer by NEOGOV as part of the Services. For purposes of this Addendum, “AI Tools” means large language models (LLMs) or other machine learning or artificial intelligence features of Services. The following terms (“AI Terms”) are hereby added to and incorporated in the terms of NEOGOV Services Agreement. Capitalized terms not defined in AI Addendum have the meanings given in the Agreement.

1. Use of AI Tools. Customer may submit Customer Data (including in the form of prompts or queries) to AI Tools (“Inputs”) and receive outputs from the AI Tools (“Outputs”). Customer’s use of AI Tools are optional and NEOGOV shall disclose the use of any AI Tools in each Service.
2. Warranties and Disclaimers.
 - a. Due to the nature of the AI Tools, NEOGOV does not represent or warrant that (a) Output will be accurate, complete, or current, (b) Output will be unique to Customer as NEOGOV may generate the same or similar output to NEOGOV’s other customers due to the nature of generative AI, (c) Output will not incorporate or reflect third-party content or materials, or (d) Output will not infringe third-party intellectual property rights. Claims of intellectual property infringement or misappropriation by Output shall be excluded from NEOGOV’s indemnification obligations under Section 14(b) of the Agreement.
 - b. Outputs are generated through machine learning processes and are not independently verified by NEOGOV and are not guaranteed to be accurate, complete or current by NEOGOV. NEOGOV disclaims all liability in connection with any errors, inaccuracies or omissions in connection with the Outputs. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Output is suggestive in nature only and must be critically assessed by Customer using human review for accuracy and applicability. Customer is solely responsible for its Input and use of the Output and may elect not to utilize the AI Tools as part of the Services. The warranty disclaimers and limitations of liability in the Agreement for the Services apply to the AI Tools.
3. Customer’s Usage. When customer uses AI Tools, Output shall be Customer Data. Customer is solely responsible for the development, content, operation, maintenance, use and delivery of its Inputs and Customer Data. Without limiting any restrictions on use of the Services in the Agreement, Customer will not and will not permit anyone else to: (a) use the AI Tools or any Output to infringe any third-party rights, (b) use the AI Tools or any Output to develop, train or improve any AI or ML, (c) represent any Output as being approved or vetted by NEOGOV, (d) represent any Output as being an original work or a wholly human-generated work, (e) use the AI Tools for purposes or with effects that are discriminatory, harassing, harmful or unethical, (g) use the AI Tools in violation of any applicable law, including laws regarding data privacy and automated decision making technologies, and (h) use the AI Tools for any impermissible purposes including employment decisions.
4. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum will prevail with respect to the use of any AI Tools.

Exhibit D**HRIS Addendum**

The following terms govern the use of the HRIS Services (the “HRIS Addendum”) as they relate to specific HRIS Services ordered by Customer in an Order Form. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Product Implementation Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work (“SOW”) and the mutually agreed-upon scope document (“Scope”) will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer’s responsiveness to NEOGOV’s requests during the implementation process and Customer’s obligation to fill out the “Implementation Workbook” to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the “Add-Ons”). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for: (i) ensuring that all data submitted to NEOGOV for HRIS Services must be entered directly into the HRIS Services platform or transmitted through other secure methods as directed by NEOGOV, (ii) that all data entered into and stored in the HRIS system is accurate and complete, and (iii) for correcting any errors or discrepancies in such data. Customer bears sole responsibility for any security breaches or liabilities arising from the transmission of data through unapproved channels.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the “Benefits Module”):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV’s designated contact for the Benefits Module (the “Benefits Representative”). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each “plan administrator” defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a “Benefit Plan”). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer’s employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer’s employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer’s responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file

related tax returns (such as remitting of payroll taxes and filing of related tax returns, the “Tax Services”). At NEOGOV’s then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer’s employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each paydate for Customer’s payroll (“Paydate”) and credit the bank accounts of Customer’s employees and others to be paid by Customer by direct deposit payment on Paydate (a “Payee”), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the “POA”), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the “Authorization Form”), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer’s bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer’s (i) legal name, and “doing business as” name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer’s data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV’s request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV’s obligation to perform the HRIS Services is subject to Customer’s obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input exclusively through the designated secure input mechanisms within the HRIS Services, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer’s delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.

- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process directdeposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.
- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
- e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
- f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
- g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
- h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
- i) Data Transmission. Customer agrees that all payroll data, including but not limited to employee names, addresses, Social Security Numbers, and bank account information (collectively, "Payroll PII"), required for NEOGOV Payroll Services, must be securely submitted by Customer directly into the NEOGOV Payroll Services module. NEOGOV will not accept Payroll PII via email or other unencrypted, unapproved communication methods. Any such submission by Customer will be at Customer's sole risk and NEOGOV shall have no liability for the security or confidentiality of data transmitted outside of the designated secure channels.

4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
6. Resolution of Error Exceptions. For the purposes of this Section, the term “error exception(s)” shall mean any data requirements within the HRIS Services that, based on Customer’s configuration, have been assigned a severity level designation of “error”; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer’s processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer’s payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer’s HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer’s sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer’s designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER’S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
 - a) Termination for Default. Customer’s breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer’s account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
 - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination

based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

Exhibit E

PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (“PowerEngage Addendum”). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer’s CAD or RMS vendor may charge, if any. The Services Agreement and this Addendum is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer’s CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose. Notwithstanding anything else to the contrary, the parties agree that NEOGOV may use subcontractors to assist with database analytics, reporting and conversion. NEOGOV shall be responsible for any and all actions of such subcontractors.

3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data (“CAD Data”) made available to NEOGOV in connection with the provision of the PowerEngage Platform. Customer represents it owns or has the right to use the CAD Data. Notwithstanding the termination or expiration of the Agreement by Customer, Customer acknowledges that CAD Data may also be owned or used by other NEOGOV customers that have rights to CAD Data. For instance, if a dispatch or communications center (the "CAD Provider") supplies CAD services to another NEOGOV customer (the "CAD Recipient"), NEOGOV may retain CAD Data provided by the CAD Provider after the termination of the CAD Provider's subscription with NEOGOV, solely to provide services to the CAD Recipient. Similarly, NEOGOV may retain CAD Data provided by the CAD Recipient after the termination of their subscription, solely to provide services to the CAD Provider. NEOGOV’s retention and use of CAD Data shall be limited to what is necessary to fulfill its obligations and ensure the continued functionality of services for the non-terminating party.

4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGO will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGO and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 30-60 minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
 - Configure Customer administrator account - NEOGOV
 - Walk Customer through the survey builder - NEOGOV
 - Walk Customer through the rules builder - NEOGOV
 - Walk Customer through the Feedback Board- NEOGOV
 - Walk Customer through Activity /Survey tools- NEOGOV
 - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD – NEOGOV
 - Align on customer goals and desired outcomes with the software

3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Technical Call with Customer
 - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
 - Connect to Customer CAD/RMS Data – Customer
 - Test data – NEOGOV and Customer
5. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs on a 1 hour Platform Administration Call.
6. NEOGOV will coordinate a 1-2 hour Rules and Surveys Meeting with Customer to jointly
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
 - Configure the questions in the survey tool = NEOGOV and Customer
 - Configure the acceptable responses in the survey tool = NEOGOV and Customer
 - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
 - Send sample survey to Customer on text message = NEOGOV and Customer
 - Review in Feedback Board and Activity Screens= NEOGOV and Customer
 - Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
 - Configure the rules and texts = NEOGOV and Customer
 - Send example encounters to test rules = NEOGOV and Customer
 - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate with Customer to jointly:
 - Configure Tasks and Task Assignments
 - Identify Personnel information needed for notifications and digest emails
 - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 1-hour Analytics Review meeting with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
 - NEOGOV will review standard visualizations and data in the dashboard
 - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services. NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

Exhibit F**Vetted Platform Addendum**

To deliver faster, more reliable, and seamless hiring processes, NEOGOV's Vetted background investigations software offers a powerful verification feature that benefits all agencies.

When an applicant submits information in response to a job application, Vetted will efficiently cross-verify their responses against previously submitted information from the same applicant across other agencies using NEOGOV's Vetted platform. This streamlined verification helps ensure accuracy, reduce inconsistencies, and accelerate background investigations — saving time and resources for customers.

By using Vetted, Customer agrees that applicant information submitted in Vetted may be shared exclusively with other participating agencies within NEOGOV's Vetted platform for the limited purpose of verifying prior applicant responses. This cross-agency data verification is designed solely to enhance accuracy and efficiency in background investigations and candidate evaluations. NEOGOV facilitates this verification on Customer's behalf with strict limitations on how the shared data is used — ensuring it remains solely for data verification purposes.

NEOGOV does not act as a credit reporting agency, credit bureau, or provider of credit-related evaluations and makes no representations or warranties, express or implied, regarding the accuracy, completeness, or reliability of any information accessed or obtained through the Vetted platform for credit-related purposes. Customer is solely responsible for compliance with all applicable laws and regulations governing credit-reporting, lending, and financial decision-making.

Vetted reduces manual follow-ups, delivers actionable insights faster, and allows the Customer to focus on selecting the best candidates for its team.

If Customer is purchasing Vetted pursuant to an Order Form, the foregoing terms are hereby incorporated into the Services Agreement ("Vetted Addendum"). This Vetted Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Vetted Addendum and any other provision of the Services Agreement, the terms of this Vetted Addendum shall control.

Exhibit G

eSOPH Addendum

1. Overview and Product Description

NEOGOV's eSOPH (Electronic Statement of Personal History) platform is a web-based software-as-a-service application designed to assist government agencies and other authorized entities in managing pre-employment background investigations. The eSOPH platform enables Customer to: (i) receive and manage personal history statements and supporting documentation submitted by Applicants; (ii) coordinate and track background investigation workflows; (iii) share and verify applicant background information across participating agencies within the eSOPH network; and (iv) access optional integrated third-party services, including social media screening and consumer credit reporting services, as described in this Addendum.

"Applicant" means any individual who submits information through the eSOPH platform in connection with Customer's pre-employment background investigation process.

"Applicant Data" means any data transmitted by or about an Applicant to the eSOPH platform.

"Entry" has the meaning set forth in Section 2.5 of this Addendum.

"Submitted Personal History Statement" or **"Submitted PHS"** has the meaning set forth in Section 2.5 of this Addendum.

If Customer is purchasing eSOPH pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (**"eSOPH Addendum"**). This eSOPH Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this eSOPH Addendum and any other provision of the Services Agreement, the terms of this eSOPH Addendum shall control.

2. Cross-Agency Applicant Data Verification**2.1 Purpose and Consent**

To deliver faster, more reliable, and seamless hiring processes, eSOPH offers a cross-agency verification feature that benefits all participating agencies. When an Applicant submits information through eSOPH, the platform will cross-verify the Applicant's responses against previously submitted information from the same individual across other agencies participating in the NEOGOV eSOPH network. This streamlined verification is designed to enhance accuracy, reduce inconsistencies, and accelerate background investigations.

By using eSOPH, Customer agrees that Applicant information submitted in eSOPH **may be shared exclusively with other participating agencies within the NEOGOV eSOPH platform solely for the limited purpose of verifying prior applicant responses**. This cross-agency data verification is designed solely to enhance accuracy and efficiency in background investigations and candidate evaluations. NEOGOV facilitates this verification on Customer's behalf with strict limitations on how the shared data is used, ensuring it remains solely for verification purposes within the eSOPH network.

2.2 eSOPH Basic Applicant Data

Customer acknowledges and understands that a core feature of eSOPH is the ability for Customer to determine whether an Applicant has been previously entered into the eSOPH system by another participating agency. The information disclosed to other participating agencies (**"eSOPH Basic Applicant Data"**) is limited to: agency name, position applied for, entered date, and closed date, along with the point of contact for the agency that previously entered the Applicant. If Customer removes or purges background files from eSOPH, eSOPH Basic Applicant Data will remain in the system and continue to be visible to other participating agencies. Customer, by executing an Order Form incorporating this eSOPH Addendum, acknowledges this feature and that NEOGOV cannot disable it.

2.3 Customer's Sharing of Applicant Data

The eSOPH platform enables Customer to share Applicant Data with third parties. If Customer or its authorized users share Applicant Data outside of the eSOPH platform, Customer must: (i) possess a valid, signed authorization from each Applicant whose data is to be shared, legally adequate to authorize such disclosure; (ii) refrain from violating any applicable law, policy, term, or regulation in connection with such sharing; and (iii) maintain the Applicant Data in a secure and private manner consistent with applicable privacy laws and regulations.

2.4 Applicant Authorization

Customer is solely responsible for obtaining all necessary authorizations, disclosures, and consents from Applicants prior to any collection, processing, or sharing of Applicant Data through eSOPH, including but not limited to any authorizations required under applicable state and federal law.

2.5 Applicant Entries

For each Applicant, an authorized user must create an entry into eSOPH using one of two methods: (i) by directly entering the Applicant's legal name and identifying information into eSOPH (an "Entry"); or (ii) by generating an access code within eSOPH that allows Applicants to self-enroll, with each Applicant who accesses eSOPH via such access code also constituting an "Entry." Any authorized user, including Applicants, must be capable of entering into legally binding agreements.

"Submitted Personal History Statement" or "Submitted PHS" means a Personal History Statement completed and submitted by an Applicant to Customer through the applicable Product.

Customer acknowledges that fees may be based on either Entries or Submitted PHSs, as specified in the applicable Order Form. The maximum number of Entries and/or Submitted PHSs permitted during each Subscription Period may be set forth in the applicable Order Form. If Customer requires additional Entries or Submitted PHSs during the Subscription Period, Customer must execute an amended Order Form prior to exceeding the then-current limit. NEOGOV reserves the right to enforce the applicable Entry and/or Submitted PHS limit within the eSOPH system upon receipt of a signed amended Order Form.

2.6 Post-Termination Data Retention

Notwithstanding the foregoing, NEOGOV may retain and store the following data during and after the term of this Addendum: Applicant name, telephone number, mailing address, email address, year of birth, date entered into eSOPH, background investigation close date, position applied for, executed legal agreements related to use of eSOPH (including electronic signature agreements, terms of use, and privacy policies), and anonymized Applicant Data dissociated from Personally Identifiable Information. NEOGOV may use such retained data solely to comply with applicable law, to maintain eSOPH Basic Applicant Data functionality for other participating agencies as described in Section 2.2, and for cross-agency verification purposes described in Section 2.1. NEOGOV will not use such retained data for any other purpose without Customer's prior written authorization.

3. CJIS Compliance

3.1 Customer Obligations

Customer acknowledges that the eSOPH platform is designed for use by law enforcement and government agencies and may be subject to the Federal Bureau of Investigation's Criminal Justice Information Services ("CJIS") Security Policy. Customer is solely responsible for determining whether its use of eSOPH is subject to CJIS requirements and for ensuring its own compliance with all applicable CJIS obligations. Customer shall not transmit Criminal Justice Information ("CJI") as defined under the FBI CJIS Security Policy via SMS/text messaging or any non-secure method through eSOPH. Customer represents and warrants that its authorized users with access to CJI will meet all applicable CJIS requirements, including executing required nondisclosure agreements and maintaining current CJIS Security Awareness Training certifications where applicable.

3.2 NEOGOV Obligations

To the extent applicable to the Services provided under this Agreement, NEOGOV agrees to comply with the requirements of the FBI Criminal Justice Information Services (CJIS) Security Policy in its handling of Criminal Justice Information. NEOGOV will implement appropriate technical, physical, and administrative safeguards to protect CJI in accordance with the CJIS Security Policy. NEOGOV shall ensure that all NEOGOV employees and contractors granted access to Customer Data complete a background check and meet the requirements set forth by CJIS policy for such access. All such NEOGOV personnel shall execute nondisclosure agreements and a CJIS Security Addendum, and shall maintain a current CJIS Security Awareness Training certificate. Customer Data will be stored on servers located within the United States in accordance with the FBI CJIS Security Policy.

4. Customer Compliance Responsibility

4.1 Sample Forms. The eSOPH platform may include default or sample forms, fields, and templates for collecting information from Applicants ("Sample Forms"). Sample Forms are provided by NEOGOV on an "AS IS" basis with no warranty of any kind, express or implied. Customer is solely responsible for evaluating the suitability of any Sample Forms for Customer's particular use case and for ensuring compliance with all applicable laws and regulations. Customer understands that NEOGOV does not maintain or provide updates to Sample Forms or other content within the control of Customer through the eSOPH user

interface. Customer is responsible for all updates to forms and content required to maintain compliance with its own internal policies and applicable laws.

4.2 Restrictions on Data Entry. Except as expressly permitted herein, Customer and its authorized users are strictly prohibited from entering fictitious data — including fictitious names, Social Security numbers, addresses, phone numbers, or other identifying information — into eSOPH at any time for testing, training, or any other purpose. Upon Customer’s request, NEOGOV will provide a designated test applicant name and associated information sufficient for training and testing purposes. NEOGOV will remove the test applicant from eSOPH upon Customer’s request following the completion of testing or training. Violation of this restriction may result in immediate suspension of Customer’s access to eSOPH.

5. Social Media Screening Services (Optional)

This Section 5 applies only if Customer has subscribed to the Social Media Screening Service as listed in the applicable Order Form.

5.1 Service Description

As an optional add-on service, NEOGOV provides access to a third-party social media screening service integrated with the eSOPH platform (the “**Social Media Screening Service**”). Social media screening reports (“**Social Media Screening Reports**”) are generated by a third-party screening provider. The current provider is FAMA Technologies, Inc. (“**FAMA**”), though NEOGOV reserves the right to change providers as necessary to maintain appropriate service levels. The contents of Social Media Screening Reports constitute Applicant Data when entered into or stored in the eSOPH platform. Customer is solely responsible for ensuring the secure storage, delivery, and transmission of Social Media Screening Reports to and among its authorized users.

5.2 NEOGOV Disclaimer for Social Media Screening Service

NEOGOV MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VALUE, ACCURACY, COMPLETENESS, TIMELINESS, OR SUITABILITY OF ANY SOCIAL MEDIA SCREENING REPORT OR THE SOCIAL MEDIA SCREENING SERVICE. NEOGOV ACTS SOLELY AS AN INTERMEDIARY BETWEEN CUSTOMER AND THE THIRD-PARTY SOCIAL MEDIA SCREENING PROVIDER (CURRENTLY FAMA). NEOGOV IS NOT THE PREPARER OF ANY SOCIAL MEDIA SCREENING REPORT AND SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE CONTENT, ACCURACY, OR USE OF ANY SOCIAL MEDIA SCREENING REPORT. CUSTOMER USES THE SOCIAL MEDIA SCREENING SERVICE ENTIRELY AT ITS OWN RISK.

5.3 FCRA Compliance — Social Media Screening

Customer acknowledges that Social Media Screening Reports may constitute “consumer reports” under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“**FCRA**”). Customer, and not NEOGOV, is solely responsible for compliance with the FCRA and all applicable state laws in connection with the use of Social Media Screening Reports. Without limiting the foregoing, Customer agrees to the following:

- **Permissible Purpose.** Customer certifies it will use Social Media Screening Reports solely for “employment purposes” as defined under 15 U.S.C. § 1681a, and for no other purpose.
- **Disclosure and Authorization.** Prior to procuring any Social Media Screening Report, Customer will: (i) provide a clear and conspicuous written disclosure to the Applicant, in a document consisting solely of the disclosure, that a Social Media Screening Report may be obtained; and (ii) obtain the Applicant’s written authorization for procurement of the report.
- **Adverse Action Procedures.** Before taking any adverse action based in whole or in part on a Social Media Screening Report, Customer will provide the Applicant: (i) a copy of the report; (ii) a written description of the Applicant’s consumer rights under the FCRA; and (iii) a statement that information from the report will not be used in violation of any applicable federal or state equal employment opportunity law.
- **EEO Compliance.** Customer will not use Social Media Screening Reports in violation of any applicable federal or state equal employment opportunity law or regulation.
- **Record Retention.** Customer is solely responsible for retaining all executed Applicant authorization agreements. Customer will provide NEOGOV with copies of such agreements within five (5) calendar days of NEOGOV’s written request.

5.4 Permitted Use Restrictions — Social Media Screening

Customer shall not:

- Modify, copy, reverse engineer, or create derivative works from the Social Media Screening Service or its underlying software;
- Use the Social Media Screening Service for any purpose other than Customer’s internal pre-employment screening;
- Distribute, resell, sublicense, or transfer access to the Social Media Screening Service to any third party;
- Use Social Media Screening Reports to build competitive products or services;
- Use the Social Media Screening Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or in violation of any third-party privacy rights; or
- Gain unauthorized access to, or disrupt the integrity or performance of, the Social Media Screening Service.

5.5 Intellectual Property — Social Media Screening

Customer acknowledges that the Social Media Screening Service provider has expended substantial time, effort, and resources to create and deliver the Social Media Screening Service. All intellectual property rights in the Social Media Screening Service not related to the eSOPH platform belong exclusively to the Social Media Screening Service provider. Nothing in this Section 5 conveys to Customer any ownership interest in the intellectual property of the Social Media Screening Service provider.

5.6 Security Breach — Social Media Screening

In addition to any other data breach provisions in the Services Agreement, if Customer discovers that physical or electronic safeguards have been breached, or that unauthorized access to Applicant Data has occurred in connection with the Social Media Screening Service, Customer shall notify NEOGOV in writing within twenty-four (24) hours of discovery, including all information known as of the time of notification.

5.7 Termination — Social Media Screening

NEOGOV may terminate the Social Media Screening Service at any time, with or without cause or notice, in NEOGOV’s sole discretion and without penalty. Termination of the Social Media Screening Service does not constitute termination of the eSOPH subscription or the Services Agreement.

6. Experian Credit Reporting Services (Optional)

This Section 6 applies only if Customer has subscribed to the Experian Services as listed in the applicable Order Form.

6.1 Service Description

As an optional add-on service, NEOGOV provides Customer with access, through the eSOPH platform, to consumer credit reports and related services made available by Experian Information Solutions, Inc. (“**Experian**”), including Employment Insight and Fraud Shield reports (collectively, “**Experian Services**” and each report generated thereunder, a “**Credit Report**”). Customer’s use of the Experian Services is subject to the terms of this Section 6, the FCRA, and the then-current terms of Experian’s subscriber agreement and applicable regulatory flow-down requirements, including but not limited to the FCRA Letter Agreement between Experian and Customer (the “**Experian Flow-Down Terms**”), which are hereby incorporated into this Addendum by reference to the extent applicable.

6.2 NEOGOV Disclaimer for Experian Services

NEOGOV MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VALUE, ACCURACY, COMPLETENESS, TIMELINESS, OR SUITABILITY OF ANY EXPERIAN SERVICES, CREDIT REPORT, OR OTHER DATA PROVIDED BY EXPERIAN. NEOGOV ACTS AS AN INTERMEDIARY IN FACILITATING CUSTOMER’S ACCESS TO EXPERIAN SERVICES AND IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, OR AVAILABILITY OF ANY CREDIT REPORT OR EXPERIAN DATA. NEOGOV SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM THE CONTENT OR USE OF ANY CREDIT REPORT OR THE EXPERIAN SERVICES. CUSTOMER USES THE EXPERIAN SERVICES ENTIRELY AT ITS OWN RISK.

6.3 FCRA Compliance — Experian Services

Customer acknowledges that Credit Reports are “consumer reports” under the FCRA. Customer, and not NEOGOV, is solely responsible for FCRA compliance in connection with all use of the Experian Services. Customer agrees to comply with Experian’s then-current “FCRA Requirements” notice and “Access Security Requirements,” as may be updated by Experian from time to time upon notice to Customer, and to take all reasonable measures to enforce said requirements. Without limiting the foregoing, Customer agrees and certifies as follows:

- **Permissible Purpose.** Customer will request and use the Experian Services strictly in accordance with the FCRA and solely for “employment purposes” as defined under 15 U.S.C. § 1681, or another permissible purpose under the FCRA. Customer will not use Experian Services for purposes prohibited by law.
- **Disclosure and Authorization.** Prior to procuring any Credit Report for employment purposes, Customer will: (i) provide a clear and conspicuous written disclosure to the Applicant, in a standalone document, that a Credit Report may be obtained for employment purposes; and (ii) obtain the Applicant’s written authorization for procurement of the report.
- **Summary of Consumer Rights.** Customer acknowledges receipt of the Summary of Consumer Rights prescribed by the Consumer Financial Protection Bureau under FCRA Section 609(c)(1) and agrees to attach a copy to each Credit Report used for employment purposes, as required by FCRA Section 604(b)(3)(A)(ii).
- **Adverse Action Procedures.** Before taking any adverse action based in whole or in part on a Credit Report, Customer will provide the Applicant: (i) a copy of the report; (ii) a written description of the Applicant’s FCRA rights; and (iii) a statement that information from the Credit Report will not be used in violation of any applicable federal or state equal employment opportunity law.
- **Applicant Access to Report.** If an Applicant makes a timely request and applicable law requires Customer to share the contents of the Applicant’s Credit Report, Customer will do so without charge and only after authenticating the Applicant’s identity.
- **EEO Compliance.** Customer will not use Credit Reports in violation of any applicable equal employment opportunity law or regulation.
- **Record Retention.** Customer is solely responsible for retaining all executed Applicant authorization agreements and will provide NEOGOV with copies within five (5) calendar days of NEOGOV’s written request.

6.4 Death Master File Certification

Customer acknowledges that Experian Services may contain information derived from the Death Master File (“DMF”) as issued by the Social Security Administration. Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, Customer certifies that its use of any deceased flags or other DMF indicia within the Experian Services is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, and regulations, or fiduciary duty, consistent with 15 C.F.R. § 1110.102(a)(1). Customer further certifies that it will not take any adverse action against any Applicant solely on the basis of DMF indicia without further investigation to verify such information.

6.5 Employment Insight Certifications

Where Customer uses the Employment Insight report product within the Experian Services, Customer certifies that: (a) prior to procuring an Employment Insight Report, a clear and conspicuous written disclosure has been made to the Applicant in a standalone document that an employment consumer report may be obtained; (b) the Applicant has authorized in writing the procurement of the report; (c) prior to taking any adverse action based in whole or in part on an Employment Insight Report, Customer will provide the Applicant with a copy of the report and a written description of the Applicant’s FCRA rights; and (d) information from the Employment Insight Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

6.6 Fraud Shield Certifications

Where Customer uses the Fraud Shield product within the Experian Services, Customer: (a) agrees to use such services solely to validate a consumer’s identity and not to establish an individual’s eligibility for personal credit, insurance, or employment; and (b) certifies that it will not take any adverse action as defined under the FCRA against any consumer or deny access to Customer’s services based in whole or in part on information obtained from Fraud Shield. In lieu of any adverse action based on Fraud Shield results, Customer should take additional steps to verify the Applicant’s identity.

6.7 Written Instructions and Consumer Consent

Where Customer accesses consumer credit information online in connection with the Experian Services, Customer will prominently display a notice to each Applicant in substantially the following form, and the Applicant's affirmative consent must be obtained before proceeding:

"You understand that by clicking the 'I AGREE' button immediately following this notice, you are providing 'written instructions' to [Customer] under the Fair Credit Reporting Act authorizing [Customer] to obtain information from your personal credit profile or other information from Experian. You authorize [Customer] to obtain such information solely to [insert purpose]."

Customer shall retain a record of each Applicant's written instruction in a form capable of being accurately reproduced for later reference. Where consent is obtained by telephone, Customer shall comply with equivalent telephonic consent procedures that satisfy the FCRA's written authorization requirements.

6.8 Data Security — Experian Services

Customer and NEOGOV each agree to, at minimum, meet the requirements of 16 C.F.R. § 314.4 and take all steps reasonably designed to: (i) ensure the security and confidentiality of the Experian Services and Applicant Data used in connection therewith; (ii) protect against anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access that could result in substantial harm or inconvenience to any Applicant. Customer shall be solely responsible for the secure storage, delivery, and transmission of Experian Services and Credit Reports to and among its authorized users.

6.9 Use Restrictions — Experian Services

Customer shall not:

- Use Experian Services to build or compile a credit reporting database;
- Modify, copy, reverse engineer, or create derivative works from any Experian Service or Credit Report;
- Distribute, resell, sublicense, or transfer access to the Experian Services to any third party;
- Use Experian Services for any purpose other than Customer's internal pre-employment screening;
- Use the Experian Services to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children, or in violation of any third-party privacy rights; or
- Gain unauthorized access to, or disrupt the performance or integrity of, the Experian Services.

6.10 Security Breach — Experian Services

In addition to any other data breach provisions in the Services Agreement, if Customer discovers that physical or electronic safeguards have been breached, or that unauthorized access to Applicant Data has occurred in connection with the Experian Services, Customer shall notify NEOGOV in writing within twenty-four (24) hours of discovery, including all information then known by Customer.

6.11 Point of Sale Certification

In compliance with Section 1785.14(a) of the California Civil Code, to the extent applicable, Customer certifies to Experian whether Customer is or is not a retail seller as defined in Section 1802.3 of the California Civil Code. Customer represents and warrants that its certification is accurate and that Customer will promptly notify NEOGOV of any change in its status that would affect such certification.

6.12 Intellectual Property — Experian Services

Customer acknowledges that Experian has expended substantial time, effort, and resources to create and deliver the Credit Reports and compile its databases. All data in Experian's databases and all other intellectual property related to the Experian Services belong exclusively to Experian. Nothing in this Section 6 conveys to Customer any ownership interest in Experian's intellectual property or data.

6.13 Termination — Experian Services

NEOGOV may terminate Customer's access to the Experian Services at any time, with or without cause or notice, in NEOGOV's sole discretion and without penalty. Termination of Experian Services does not constitute termination of the eSOPH subscription or the Services Agreement. In addition, Experian may require Customer to execute updated certifications or compliance documents, or may direct NEOGOV to suspend Customer's access to Experian Services if Customer fails to comply with FCRA or other applicable requirements.

7. Two-Way Text Messaging Feature (Optional)

The eSOPH platform includes an optional two-way text messaging feature that allows Customer and its authorized users to communicate with Applicants via SMS/text message (the “**Text Messaging Feature**”). The following terms apply if Customer activates or uses the Text Messaging Feature:

7.1 Customer Compliance. Customer is solely responsible for complying with all applicable laws governing text messaging, including without limitation the Telephone Consumer Protection Act (47 U.S.C. § 227) (“TCPA”) and all applicable state equivalents. Prior to sending any text message to an Applicant, Customer shall obtain all legally required prior express written consent from the Applicant.

7.2 Prohibited Content. Customer shall not transmit via the Text Messaging Feature: (i) Criminal Justice Information (“CJI”) as defined under the FBI CJIS Security Policy; (ii) Social Security numbers or other government-issued identification numbers; or (iii) any information whose transmission via SMS/text is prohibited by applicable law.

7.3 Opt-Out and Consent Records. Customer shall maintain records of all Applicant consents obtained for text messaging and shall promptly honor any opt-out or revocation request. Customer shall provide NEOGOV with copies of consent records within five (5) calendar days of NEOGOV’s written request.

7.4 Platform Role. NEOGOV provides the Text Messaging Feature solely as a platform conduit. Customer is the sender of all text messages transmitted through the feature. NEOGOV shall not be liable for the content of any text message sent by Customer or its authorized users.

8. General Disclaimer for Third-Party Integrated Services

THE SOCIAL MEDIA SCREENING SERVICE, EXPERIAN SERVICES AND TEXT MESSAGING SERVICES ARE THIRD-PARTY SERVICES THAT ARE MADE AVAILABLE THROUGH THE eSOPH PLATFORM FOR CUSTOMER’S CONVENIENCE. NEOGOV IS NOT THE PROVIDER, PREPARER, OR GUARANTOR OF ANY REPORTS, DATA, OR CONTENT GENERATED BY FAMA, EXPERIAN, OR ANY OTHER THIRD-PARTY PROVIDER. NEOGOV DOES NOT ENDORSE ANY THIRD-PARTY PROVIDER OR ITS SERVICES. NEOGOV’S AGGREGATE LIABILITY FOR CLAIMS ARISING FROM CUSTOMER’S USE OF ANY THIRD-PARTY INTEGRATED SERVICES SHALL BE GOVERNED BY THE LIMITATIONS OF LIABILITY SET FORTH IN THE SERVICES AGREEMENT. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR COMPLIANCE WITH APPLICABLE LAWS, INCLUDING THE FCRA, IN CONNECTION WITH THE PROCUREMENT AND USE OF ANY THIRD-PARTY REPORTS OR DATA.

9. Data Privacy and Credit Reporting Disclaimer

NEOGOV does not act as a credit reporting agency, credit bureau, or provider of credit-related evaluations and makes no representations or warranties, express or implied, regarding the accuracy, completeness, or reliability of any information accessed or obtained through the eSOPH platform for credit-related purposes. Customer is solely responsible for compliance with all applicable laws and regulations governing credit reporting, employment screening, and financial decision-making, including without limitation the FCRA, applicable state equivalent statutes, and all applicable equal employment opportunity laws.

10. Conflict; Integration

This eSOPH Addendum is incorporated into and made a part of the Services Agreement. In the event of a conflict between this eSOPH Addendum and the body of the Services Agreement, this eSOPH Addendum shall control as to the subject matter hereof. Capitalized terms used but not defined in this eSOPH Addendum have the meanings ascribed to them in the Services Agreement.

Exhibit H**PowerDetails Addendum**

If Customer is purchasing the PowerDetails Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (“PowerDetails Addendum”). This PowerDetails Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerDetails Addendum and any other provision of the Services Agreement, the terms of this PowerDetails Addendum shall control. For purposes of this Addendum, “Platform” means the PowerDetails software and related services used to facilitate off duty police work assignments, related scheduling and administrative functions, risk mitigation services, and payment processing functionality.

1. Purpose and Scope

- (a) This Addendum applies only to Order Forms and services that relate to the PowerDetails product or any substantially similar functionality that facilitates off duty police work assignments, third party hiring of officers, scheduling, administrative support, risk mitigation offerings, and the processing of payments to officers or to Customer for off duty services (the “Services”).
- (b) The Services operate as a tri-party platform involving: (i) Customer, which is the law enforcement agency or employer of law enforcement officers subscribing for the Platform in accordance with the Services Agreement; (ii) law enforcement personnel who are employees or contractors of Customer and who perform off duty assignments arranged through the Platform (“Officers”); and (iii) third parties that request the engagement of Officers for off duty assignments through the Platform (“Third Parties”).
- (c) The specific service configuration, payment routing, administrative support, risk mitigation offerings, bundled products, and other optional service modules purchased by Customer shall be set forth in the applicable Order Form. Only those modules expressly identified in the applicable Order Form shall apply.
- (d) If an Order Form includes one or more optional service modules under this Addendum, the terms of the applicable module shall control over any inconsistent general provision of this Addendum solely with respect to that module.

2. Definitions

For purposes of this Addendum:

- (a) “Transaction Fee” means the fee charged by NEOGOV as a percentage of the gross transaction amount for services facilitated through the Platform, and as set forth in the applicable Order Form provided by NEOGOV to Customer; provided that, unless Customer has elected the Agency Fee Payment Option (as defined in Section 2(f)) in the applicable Order Form, Transaction Fees shall be charged to and payable by the Third Party. If Customer has elected the Agency Fee Payment Option, Transaction Fees shall be charged to and payable by Customer, and NEOGOV shall not separately charge Transaction Fees to Third Parties.
- (b) “Payment Routing Module” means the PowerDetails payment configuration under which NEOGOV facilitates payment routing, which may include (i) remittance of funds to Customer for payment to Officers or (ii) disbursement of payments to Officers directly, in each case as configured by Customer.
- (c) “Payment Assurance Module” means the optional service module under which NEOGOV advances funds and assumes collection responsibility from Third Parties for eligible transactions.
- (d) “Managed Services Module” means the optional service module under which NEOGOV provides administrative support, scheduling assistance, and related coordination services in connection with off duty assignments.
- (e) “Risk Mitigation Services Module” means the optional service module under which NEOGOV provides contractual indemnification and expense reimbursement protections for off duty assignments, as described in Section 7.
- (f) “Agency Fee Payment Option” means the election by Customer in the Order Form under which Customer assumes responsibility for paying Transaction Fees directly to NEOGOV in lieu of such fees being charged to Third Parties. The Agency Fee Payment Option shall only be available where expressly identified in the applicable Order Form.

3. General Payment Terms

- (a) Payments. Unless Customer has elected the Agency Fee Payment Option in the applicable Order Form, Third Party shall be solely responsible for all payments owed to NEOGOV for Transaction Fees and any other charges applicable to the Third Party in connection with use of the Platform. Transaction Fees may vary based on the services offered and other modules and features selected or configured by Customer for the Platform. If Customer has elected the Agency Fee Payment Option, Customer shall be solely responsible for all Transaction Fees owed to NEOGOV, and NEOGOV shall invoice Customer for such fees in accordance with Section 3(e). All payments for assignments initiated through the Platform, including payments by check unless otherwise expressly authorized by NEOGOV, shall be made to NEOGOV using NEOGOV-approved payment methods, and Customer shall not permit Third Parties to remit payment directly to Customer for any transaction initiated, requested, managed, or invoiced through the Platform.

(b) Fee Collection. NEOGOV may present and collect fees and charges from Third Parties through the Platform, by invoice, or through other commercially reasonable means, including through third-party payment processors. Where Customer has elected the Agency Fee Payment Option, NEOGOV shall instead invoice Customer for Transaction Fees in accordance with Section 3(e), and NEOGOV shall not separately present or collect Transaction Fees from Third Parties. Payments may be made via ACH or credit card, or, if approved by NEOGOV, by paper check. In addition to Transaction Fees, such charges may include an additional charge in connection with certain payment methods, which may be incorporated into the total amount charged for a transaction. The total amount charged will be disclosed at the time of transaction or in the Order Form. Transaction Fees payable by Third Parties (or, where the Agency Fee Payment Option is elected, by Customer) for transactions processed through the Platform are collected and retained solely by NEOGOV. Where NEOGOV collects payment of Transaction Fees from the Third Party, if Customer receives any payment from a Third Party outside the Platform, whether inadvertently or otherwise, Customer shall promptly notify NEOGOV and remit to NEOGOV all applicable Transaction Fees and related charges associated with such transaction.

(c) Renewal Pricing. NEOGOV may modify the percentage or amount of Transaction Fees or other charges applicable to transactions by providing Customer with notice of updated pricing at least thirty (30) days prior to the commencement of a Renewal Term. Updated pricing shall apply to transactions occurring during the applicable Renewal Term.

(d) Payment-Related Charges. NEOGOV may assess payment-related charges in connection with transactions processed through the Platform, which may vary based on the payment method used. Applicable payment processing fees or related charges will be disclosed through the Platform or at the time of transaction to the party responsible for payment of such charges (either the Third Party or Customer, depending on the applicable fee payment structure). Such charges may be included within the total amount charged for a transaction or presented separately, as determined by NEOGOV. Such charges may include administrative or processing fees associated with certain payment methods, including payments made by check.

(e) Agency Fee Payment Option. If Customer has elected the Agency Fee Payment Option in the applicable Order Form, the following terms shall apply:

(i) NEOGOV shall invoice Customer for all Transaction Fees applicable to transactions processed through the Platform on a monthly basis, or as otherwise specified in the Order Form;

(ii) Customer shall pay all such invoices within thirty (30) days of the invoice date, or such other payment period as may be set forth in the applicable Order Form; and

(iii) NEOGOV shall not separately charge or collect Transaction Fees from Third Parties in connection with transactions for which Customer has assumed fee responsibility, provided that NEOGOV may continue to disclose to Third Parties that Transaction Fees are applicable and are being paid by Customer on their behalf.

4. Module A: Payment Routing

This Section 4 applies to the Payment Routing Module.

(a) Payment Routing. Under the Payment Routing Module, NEOGOV shall route payments in accordance with the configuration selected by Customer, which may include remitting funds to Customer or disbursing payments directly to Officers.

(b) No Advance Funding. Under the Payment Routing Module, NEOGOV shall have no obligation to advance funds to Customer or Officers prior to NEOGOV's receipt of good funds from the applicable Third Party or payment processor.

(c) ACH and Other Payment Methods. Standard ACH payment processing is included in the Payment Routing Module. Other payment methods, including credit card payments, may be made available through the Platform and may be subject to additional payment-related charges associated with the selected payment method (for example, credit card and other processing fees). Such additional fees may be presented through the Platform or payment workflow at the time of transaction.

(d) Timing. NEOGOV does not guarantee any particular timing for receipt of payment from Third Parties or remittance to Customer under the Payment Routing Module. All remittances are provisional until final settlement and receipt of good funds by NEOGOV or its payment processor.

(e) No Collection Risk Assumed. Under the Payment Routing Module, NEOGOV does not guarantee collection from any Third Party, assumes no bad debt risk, and shall have no obligation to commence collection actions against a Third Party unless separately agreed in writing.

(f) Tax Reporting. Where NEOGOV remits funds to Customer, Customer remains solely responsible for all payments to Officers and any related tax reporting, withholding, payroll, or similar obligations. Where NEOGOV directly disburses payments to Officers, NEOGOV may collect tax identification information and issue Forms 1099-K or such other forms as required by applicable law.

5. Module B: Payment Assurance

This Section 5 applies only if the applicable Order Form includes the Payment Assurance Module.

(a) Payment Advance; Guarantee; Collection Risk. Subject to this Addendum, NEOGOV may advance funds for eligible Officer payments and disburse such payments directly to the Customer or the Officers, as applicable, prior to receipt of payment from the

applicable Third Party. For eligible transactions, NEOGOV shall guarantee payment and bear the risk of nonpayment by the Third Party; provided, however, that NEOGOV shall have no obligation to advance funds or guarantee payment, and shall not bear such risk, to the extent any loss or nonpayment arises from: (i) fraud, misconduct, or unlawful activity by Customer, an Officer, or a Third Party; (ii) inaccurate, unauthorized, incomplete, or improper assignment, scheduling, timekeeping, or payment data; (iii) Officer nonperformance or any dispute regarding whether services were performed as required; (iv) chargebacks, reversals, or processor actions resulting from Customer's or an Officer's acts or omissions; (v) Customer's breach of this Addendum or the Services Agreement; or (vi) any processor, banking, sanctions, legal, or regulatory restriction. NEOGOV may also decline to advance or guarantee any transaction it reasonably determines is ineligible, fraudulent, unauthorized, or outside the scope of the applicable service module. Nothing in this Section limits NEOGOV's right to recover, offset, reverse, or withhold amounts in connection with overpayments, duplicate payments, fraud, processor error, or ineligible transactions.

6. Module C: Managed Services

This Section 6 applies only if the applicable Order Form includes the Managed Services Module.

(a) Administrative Support Services. Under the Managed Services Module, NEOGOV shall provide administrative support services in connection with the Platform, which may include intake assistance, customer service and support, managing assignment changes and call-outs, and related coordination activities. All such services are performed solely to support Customer's use of the Platform and are subject to Customer-defined policies, parameters, and approvals.

(b) Customer Control; No Operational Responsibility. NEOGOV shall perform Managed Services Module services in accordance with the scheduling rules, approval criteria, staffing parameters, and other operating instructions established by Customer. Customer retains sole authority and responsibility for all substantive policies, Officer eligibility, assignment criteria, compensation determinations, assignment approval, overtime, labor compliance, public safety operations, and legal compliance. NEOGOV's administrative support does not create any employment, agency, supervisory, command, dispatch, or public safety operational responsibility, and NEOGOV does not exercise control over, or assume responsibility for, assignment decisions, staffing, supervision, law enforcement decisions, field supervision, incident response, or compliance by Officers with Customer policies or applicable law.

7. Module D: Risk Mitigation Services

This Section 7 applies only if the applicable Order Form includes the Risk Mitigation Services Module.

(a) Contractual Risk Protection.

(i) Definition of Incident. For purposes of this Section 7, "Incident" means a single event, occurrence, or set of related events or occurrences arising out of the same or substantially the same act, omission, condition, or series of related acts or omissions, regardless of the number of Officers, claimants, injuries, or claims involved. All claims arising out of or related to the same or substantially the same underlying facts, circumstances, or conditions shall be deemed a single Incident.

(ii) Contractual Risk Protection. Under the Risk Mitigation Services Module, NEOGOV provides Customer with a contractual right to indemnification and expense reimbursement for Incidents arising from off duty assignments facilitated through the Platform, subject to the terms, conditions, limitations, and exclusions set forth in this Addendum and any applicable Order Form.

(b) Covered Incidents. Subject to the terms herein, NEOGOV shall indemnify and reimburse Customer only for the following categories of loss arising from an Incident occurring during an off duty assignment arranged through the Platform:

(i) Officer Injury. Reasonable, necessary, and documented costs, damages, or liabilities arising from bodily injury to an Officer while performing an off duty assignment at a venue, including reimbursement of lost wages for a period of up to two (2) years from the date of injury; and

(ii) Property Damage. Reasonable, necessary, and documented costs or liabilities arising from physical damage to third-party property caused by an Officer while performing an off duty assignment at a venue.

(c) Limits. The following limits apply to the covered Incidents:

(i) Officer Injury Limit (Excluding Wages). Up to two hundred fifty thousand dollars (\$250,000) per Incident for all Officer injury-related amounts, excluding wage reimbursement;

(ii) Property Damage Limit. Up to two hundred fifty thousand dollars (\$250,000) per Incident for all property damage-related amounts; and

(iii) Wage Reimbursement. Reimbursement of lost wages for a period of up to two (2) years from the date of injury, based on the Officer's standard base rate from the Officer's primary employment as in effect at the time of the Incident, and not subject to the limits set forth in subsections (i) or (ii), and excluding any compensation from off duty assignments.

The foregoing limits apply on a per-Incident basis and apply separately to each category. No amounts unused under one category shall be available under another category. All amounts payable under this Section, including defense costs, shall be included within and not in addition to the limits set forth in this Section.

(d) Aggregate Cap. Notwithstanding anything to the contrary set forth in this Addendum, NEOGOV's total aggregate liability under this Section 7 shall not exceed one million dollars (\$1,000,000), regardless of the number of Incidents, claims, claimants, or legal theories asserted, and all amounts payable under this Section shall count toward and not exceed such cap.

(e) Off Duty Scope Limitation. Protection applies solely to Incidents occurring while an Officer is:

(i) performing an assignment arranged through the Platform;

(ii) acting in an off duty capacity; and
 (iii) physically present at, or directly engaged in services for, the applicable venue.
 Protection does not apply to any Officer acting in an on-duty capacity or otherwise in their capacity as a law enforcement officer, including but not limited to in response to any incident, emergency, or exercise of law enforcement authority.

(f) Conditions to Protection. NEOGOV's obligations are conditioned upon:

- (i) the assignment being scheduled and documented through the Platform;
- (ii) accurate and complete reporting by Customer;
- (iii) prompt written notice of the Incident, and in any event within a commercially reasonable period not to exceed thirty (30) days after Customer becomes aware of the Incident;
- (iv) Customer's reasonable cooperation in investigation and resolution, including but not limited to Customer providing such documentation and information as NEOGOV may reasonably request to evaluate the claim; and
- (v) Customer's confirmation that it has incurred or is legally obligated to incur the claimed amounts.

(g) Exclusions. In no event will NEOGOV provide protection for the following:

- (i) fraud, intentional misconduct, criminal acts, or gross negligence;
- (ii) violations of law or policy;
- (iii) activity outside the assignment or venue;
- (iv) workers' compensation, employment benefits, or employer liability obligations;
- (v) punitive, exemplary damages or other consequential damages;
- (vi) cyber, data, or privacy-related Incidents; and
- (vii) vehicle-related Incidents unless arising solely from traffic direction or similar stationary assignment activities at the venue.

(h) Excess; Non-Duplication.

This protection is excess of and shall not duplicate any insurance, self-insurance, or indemnity available to Customer or the Officer. NEOGOV may offset amounts recovered from other sources, and shall have no obligation to pay amounts to the extent such amounts are recovered, recoverable, or reimbursable from insurance, self-insurance, or other indemnity arrangements.

(i) Claims Handling. NEOGOV shall have the right to control or participate in the defense and settlement of any claim. Customer shall reasonably cooperate in the defense and settlement of such claim. Customer may not settle any claim that would impose liability on NEOGOV without NEOGOV's prior written consent.

(j) Claims Process; Payment Flow. All claims under this Section shall be submitted solely by Customer. Customer shall be responsible for (i) receiving, evaluating, and validating claims from Officers or third parties, (ii) submitting complete and accurate claims to NEOGOV, and (iii) distributing any amounts received from NEOGOV to the applicable Officer or third party, as appropriate. NEOGOV shall have no obligation to make risk mitigation payments directly to any Officer or third party and may rely exclusively on Customer for all claim submissions, communications, and administration. Customer is solely responsible for determining the appropriate recipient and allocation of any amounts reimbursed under this Section and for ensuring such amounts are paid in accordance with applicable law and the terms of the Services Agreement.

(k) Separate Contractual Obligation; No Insurance. This Section provides a contractual indemnification obligation only and is not insurance. NEOGOV is not an insurer, broker, or producer.

(l) Liability Limitation. Notwithstanding anything to the contrary in the Services Agreement or this Addendum, NEOGOV's obligations under this Section 7 are separate from, and shall not be subject to, any limitation of liability or damages cap set forth elsewhere in the Services Agreement. NEOGOV's liability under this Section is limited solely to the amounts expressly set forth in this Section 7.

(m) No Third-Party Beneficiaries. This Section is for the sole benefit of Customer. No Officer or other third party shall have any right to make a claim or recover against NEOGOV under this Section.

(n) Satisfaction of Claims. Any payment made by NEOGOV under this Section with respect to an Incident shall constitute full and final satisfaction of NEOGOV's obligations with respect to such Incident to the extent of such payment. Customer shall not be entitled to seek additional recovery from NEOGOV arising out of the same Incident under any legal theory once the applicable limits under this Section have been exhausted or such claim has otherwise been paid.

8. Product Bundles

(a) Bundled Commercial Offering. NEOGOV may offer Customer a bundled commercial package that includes a package of the Platform Modules offered under the Platform, or the Platform Modules together with additional NEOGOV products or services expressly identified in the applicable Order Form (each, a "Product Bundle").

(b) Bundled Pricing Volume Assumptions. If Customer purchases a Product Bundle or otherwise receives bundled pricing or discounted access to NEOGOV products or services, such pricing may be based on projected transaction volumes, usage levels, or adoption assumptions as set forth in the applicable Order Form. If Customer's actual usage, as reasonably determined by NEOGOV, materially deviates from the projected volumes or assumptions reflected in the Order Form, and such pricing included discounted or no-cost bundled products or services, NEOGOV may, upon thirty days written notice prior to the commencement of the Renewal Term, adjust pricing for such bundled products or services to reflect actual usage, including applying standard pricing or removing applicable discounts for the Renewal Term.

(c) Scope of Bundled Access. Any additional product or service provided under this Section remains subject to the Services Agreement, applicable addenda, service descriptions, and use restrictions, except that the applicable fees may be waived or deemed included in the Product Bundle for the applicable term as set forth in the Order Form.

9. Customer Acknowledgements and Obligations

(a) Non-employer. Customer acknowledges and agrees that NEOGOV is a software provider and payment processor only. NEOGOV is not and will not be deemed an employer, joint employer, agent, or co-employer of any Officer. NEOGOV does not control personnel selection, assignment of duties, or supervision for Officers and is not responsible for employment law obligations of Customer. Customer retains sole responsibility for the engagement, supervision, compensation determinations, classification, scheduling, payroll-related compliance, and employment-related obligations with respect to Officers. The issuance by NEOGOV of Form 1099-K or other payment reporting forms in connection with transactions processed through the Platform does not create any employer, payroll provider, or withholding agent relationship between NEOGOV and any Officer or Customer except to the limited extent required for such reporting under applicable law.

(b) Consent and Authorizations. Customer shall obtain and maintain all necessary consents, authorizations, and releases from Officers and any other individuals necessary to permit NEOGOV to receive, process, and transmit payment instructions, tax or reporting information, and other data required to disburse funds or comply with law. Customer will provide NEOGOV any information reasonably requested to enable disbursements, including bank account and tax-related information. Customer represents that it has authority to permit Officers to receive payments through the Platform where applicable.

10. NEOGOV Payment Processor Responsibilities and Limitations

(a) Payment Processor Role. NEOGOV will act as a processor of payments and will use commercially reasonable procedures to accept funds from Third Parties and, where applicable, Transaction Fee payments from Customer, and remit funds to Customers or Officers in accordance with applicable payment instructions and the applicable service modules set forth in the Order Form. NEOGOV may engage third party payment processors and banks to perform payment acceptance and disbursement functions. Without limiting the foregoing, NEOGOV may use Stripe, Inc. and its affiliates, or other third party payment processors, banks, and payment service providers, in connection with payment acceptance, settlement, and disbursement. Use of payment functionality may be subject to the applicable terms, conditions, policies, underwriting requirements, and compliance procedures of such third party providers, as amended from time to time. NEOGOV will use commercially reasonable efforts to comply with applicable payment network rules and applicable law, including applicable anti-money laundering and sanctions obligations.

(b) Payment Method Changes. NEOGOV may change payment methods, payment processors, or routing for operational reasons. NEOGOV will use commercially reasonable efforts to provide notice to Customer of material changes that affect remittance timing or methods to the extent permitted by applicable law or payment processor requirements. NEOGOV may also modify payment workflows, settlement timing, verification requirements, reserve practices, or supported payment methods where required by Stripe, another payment processor, a banking partner, payment network rules, or applicable law. If Stripe or another third party payment processor ceases to provide services supporting the Platform, refuses to process transactions, imposes restrictions that materially impair payment functionality, or terminates its relationship with NEOGOV or applicable users, NEOGOV may suspend, delay, or modify payment functionality until a commercially reasonable alternative payment processor or solution is implemented, without liability for any resulting delay, interruption, or inability to process transactions caused by such processor actions.

(c) PCI and Payment Security. NEOGOV will use commercially reasonable measures to protect payment-related information processed through the Platform. To the extent payment card information is stored, transmitted, or processed in connection with transactions on the Platform, such information may be handled by Stripe, Inc. or another third party payment processor. NEOGOV does not typically store cardholder data and relies on such third party payment processors to maintain compliance with applicable Payment Card Industry Data Security Standards (PCI DSS). NEOGOV will use commercially reasonable measures to protect payment-related information within its control but makes no warranty that its systems or the systems of any third party payment processor are immune from security incidents.

(d) No Escrow or Fiduciary Relationship. Customer acknowledges and agrees that NEOGOV is providing software and payment facilitation services only and is not acting as a bank, trustee, escrow agent, fiduciary, or payroll provider. Funds held by NEOGOV or any third party payment processor in connection with transactions under the Platform are not held in trust for Customer or any Officer except to the extent expressly required by applicable law or as required by payment processing settlement requirements.

(e) Third Party Payment Processor Terms. Customer acknowledges and agrees that use of payment functionality made available through the Platform may require acceptance by Customer, Officers, and/or Third Parties of separate terms and conditions of Stripe or another third party payment processor, bank, or payment service provider. Customer shall reasonably cooperate, and shall cause its Officers to reasonably cooperate where applicable, with requests for information, documentation, or action needed to enable payment processing, identity verification, underwriting, tax reporting, fraud prevention, sanctions screening, reserve administration, or compliance with applicable law or processor requirements. NEOGOV may require Customer, Officers, and/or Third Parties to complete onboarding, verification, registration, account establishment, or maintenance of active accounts or payment credentials with such providers as a condition to use of payment functionality or receipt of disbursements. Such third party providers are independent third parties and not agents, subcontractors, employees, employers, partners, or representatives of NEOGOV. NEOGOV shall not be responsible or liable for any act or omission of any such third party, including any outage, delay,

processing error, reserve, hold, account limitation, account suspension, account termination, chargeback, reversal, refusal to process, failure to settle, or other action taken by such third party, except to the extent directly caused by NEOGOV's material breach of this Addendum.

(f) Fraud, Compliance, and Suspension Rights. NEOGOV may delay, block, refuse, suspend, restrict, or reverse any transaction, disbursement, access to payment functionality, or access to Platform functionality, and may place holds or reserves on funds, if NEOGOV, Stripe, or any other payment processor, bank, payment network, governmental authority, insurer, or other provider reasonably suspects fraud, money laundering, sanctions violations, unlawful or suspicious activity, prohibited transactions, or other conduct that may violate applicable law, payment network rules, or processor requirements. NEOGOV may require Customer, Officers, and/or Third Parties to provide additional information or documentation in connection with any such review, and NEOGOV shall not be liable for any delay, nonpayment, suspension, restriction, or resulting loss arising from actions taken in accordance with this Section.

11. Taxes and Reporting

(a) Responsibility. NEOGOV is not the employer of Officers and is not responsible for withholding or remitting employer payroll taxes, unemployment insurance, wage withholding, or other employment-related tax obligations of Customer or any Officer. Notwithstanding the foregoing, NEOGOV may collect tax identification information and may issue Forms 1099-K, or such other tax reporting forms as NEOGOV determines are required or appropriate based on applicable payment flow or under applicable law, but solely to the extent NEOGOV directly disburses payments under an applicable service module. Customer, Officers, and Third Parties are responsible for determining the tax treatment of amounts paid or received through the Platform and for their own tax filings and obligations. Where Customer has elected the Agency Fee Payment Option, Customer is solely responsible for determining the applicability and treatment of any taxes, levies, or duties assessed on Transaction Fees paid by Customer to NEOGOV. NEOGOV reserves the right to add to any Transaction Fee invoice any sales, use, or similar tax that NEOGOV is required by applicable law to collect in connection with Transaction Fees invoiced directly to Customer, and Customer shall pay such taxes in addition to the Transaction Fees. NEOGOV will use commercially reasonable efforts to identify any such required tax collection in advance of invoicing.

(b) Information Reporting. Customer shall reasonably cooperate, and shall cause its Officers to reasonably cooperate where applicable, in providing taxpayer identification numbers, certifications, and other information reasonably requested by NEOGOV or its payment processor in connection with tax reporting or compliance with applicable law. NEOGOV may withhold, suspend, or delay disbursements to the extent required to comply with applicable tax reporting, backup withholding, or related legal obligations.

12. Liability and Indemnity Allocation

(a) Services Related Liability. NEOGOV will perform the applicable Platform services and any purchased modules in a commercially reasonable manner. NEOGOV shall not be liable for disputes regarding assignment eligibility, Officer selection, compensation determinations, employment law obligations, field supervision, law enforcement decisions, or the merits of third party claims. Notwithstanding anything to the contrary in the Services Agreement, except for NEOGOV's obligations under Section 7 (Risk Mitigation Services Module), with respect to the Services under this Addendum, NEOGOV's aggregate liability to Customer shall not exceed the total Transaction Fees actually collected and retained by NEOGOV in connection with Customer's transactions (including Transaction Fees paid by Third Parties or, where Customer has elected the Agency Fee Payment Option, Transaction Fees invoiced to and paid by Customer) during the twelve (12) months preceding the first event giving rise to the claim.

(b) Indemnity by Third Party. If NEOGOV is sued or subject to liability arising from a Third Party default, fraud, or improper instructions from a Third Party, NEOGOV may seek indemnity and reimbursement from the applicable Third Party and otherwise pursue remedies against the Third Party independent of Customer. NEOGOV may require Third Party indemnities in separate agreements with Third Parties. For clarity, NEOGOV's obligations under Section 7 are governed exclusively by that Section and are not subject to this Section 12.

13. Disputes and Refunds Between Parties

(a) Disputes. Disputes or chargebacks initiated by Third Parties shall be handled in accordance with NEOGOV's chargeback and refund policies and applicable payment network rules. Where Customer has not elected the Payment Assurance Module, Customer remains solely responsible for all collection activities, payment disputes, and enforcement against Third Parties, and NEOGOV shall have no responsibility for collection or payment timing. NEOGOV may withhold, offset, recover, or debit amounts previously remitted or otherwise payable to Customer or Officers in connection with chargebacks, reversals, refunds, processor fees, returns, reserves, suspected fraud, ineligible transactions, or other payment-related liabilities. Notwithstanding the foregoing, for eligible transactions under the Payment Assurance Module for which NEOGOV guarantees Officer payment, NEOGOV shall bear chargeback and nonpayment risk except to the extent such loss arises from fraud, inaccurate or improper data, Officer nonperformance or related disputes, Customer breach, or processor or legal restrictions. Notwithstanding the foregoing, NEOGOV shall not offset or withhold amounts payable under Section 7 against payment disputes, chargebacks, or similar payment-related matters.

(b) Customer and Officer Disputes. Disputes between Customer and Officers concerning assignments, compensation, or other employment matters are the responsibility of Customer and the Officer and do not create any liability for NEOGOV except to the extent NEOGOV is directly negligent in carrying out payment disbursements required under an applicable purchased module.

14. Separate Terms for Third Parties and Officers

Customer acknowledges that NEOGOV will prepare and post or distribute separate Terms of Use or similar agreements that apply to Third Parties and to Officers. Those separate agreements may address issues including eligibility, tax and reporting responsibilities, dispute resolution, user conduct, consent to payment processing, module-specific features, and optional services. Such terms may clarify that any risk mitigation or reimbursement relating to off duty assignments is provided to Customer only, and that Officers are not third-party beneficiaries of Section 7. Customer agrees that Officers and Third Parties will be required to accept those terms where applicable. NEOGOV may condition access to payment functionality, disbursements, risk mitigation-related offerings, or participation in transactions on acceptance of such separate terms. Nothing in this Addendum creates any third party beneficiary rights in Third Parties or Officers.

Exhibit I

Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> (“Affiliated API”) or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit I shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOGOV of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOGOV’s reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOGOV upon reasonable request for the purpose of investigating security, performance, or abuse issues.
5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of

performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control. NEOGOV is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services. API keys and other authentication credentials are NEOGOV Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOGOV security guidelines and will immediately notify NEOGOV of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOGOV's sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOGOV will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.